



BOARD Meeting AGENDA
May 17, 2016
Calistoga Spa Hot Springs Resort
12:00pm – 1:30pm

Mission statement: *The Calistoga Chamber of Commerce is an association of business people advocating Calistoga as a premier Napa Valley destination in advancement of a strong local economy.*

Call meeting to order:

Consent Items:

- Action Summary April 19, 2016
- Financials April 2016

Action Items:

- Receive and Ratify 2016 BOD Election Results
- Receive draft budget proposal for fiscal 2016-17 including assumptions for discussion
 - Final budget to be presented at June BOD meeting for review and approval
- Receive scholarship award recipient list from review committee
- Update on Community Awards nominations status and process
- Discuss establishment of an LLC to manage the Employee Shuttle Program
- Consider authorization and terms for a loan to LLC for Employee Shuttle Program

Committee Reports:

- N/A

Executive Director's Report:

- Update on "Harvest Table" trademark matter

Closed Session:

- Present Executive Director with annual evaluation results for discussion

Announcements:

- THR!VE Small Business & Marketing Seminar- May 18th @ 9am – 1pm @ Cameo, SH
- Concerts in the Park Series begins June 23rd @ 6:30 PM @ Pioneer Park
- Community Awards & Chamber Induction Luncheon - June 27th @ 11:30 AM @ Calistoga Inn



Board Meeting Action Summary
April 19, 2016 @ 12:00 PM ~ Calistoga Spa Hot Springs

BOD Attendees: Sharon Carone, Daniel Kaiser, Leonard LaBranche, Mike Lennon, Carlene Moore, Stephen Patel, Nancy Putney-Abernathy, Shane Pavitt, Clive Richardson*, Michael Swanton

Absent: Aphrodite Caserta

Staff: Chris Canning

Guest(s):

Meeting Called to Order: 12:06 PM by M. Lennon

Consent Items:

- Action Summary March 22, 2016
 - Motioned: Swanton Seconded: LaBranche Passed: 9-0-0
- Financials March 2016
 - Motioned: Carone Seconded: Abernathy Passed: 9-0-0

Action Items:

- Received and accepted resignation of Debbie Greene from the BOD
 - Resignation a result of a job change
 - Motioned: LaBranche Seconded: Pavitt Passed: 10-0-0
- Reviewed status of nominations for upcoming BOD election: 4 seats open on rotation, 2 open from resignations
 - 3 current BOD members interested in running again; 1 application received to date (deadline Apr. 22nd)
 - 3 additional Chamber members expressed interest (one not eligible because of Chamber tenure)
 - Election slate to be finalized by nominations committee by April 29th and mailed to membership for voting
- Community Awards nominating committee established and categories agreed upon
 - Committee: Pavitt, LaBranche, Patel, Diane Barrett, Carol Bush
 - Green Business category denied this year, will enhance Business of Year to include "green" elements.
- Agreed to outsource sponsoring agency for Employee Shuttle Program vs. Chamber managing the program.
 - If outsourcing not successful, Chamber will manage until third party can be found
 - Motioned: Moore Seconded: Carone Passed: 10-0-0
- Reviewed year-to-date and balance-of-year funding and expenditures for Destination Marketing budget
- Approved scholarship funding level and authorized nominating committee to make final award recipient selection
 - BOD set total maximum scholarship funding at \$5,000. Committee to determine how disbursement(s) are made.
 - Nominating committee will make final selection of award recipients on behalf of BOD
 - Motioned: LaBranche Seconded: Carone Passed: 10-0-0

Executive Director's Report:

- Suggested partnering with NC Fair Grounds for operating beer tent and sales for Ragnar Relay finish line in Napa.
 - BOD gave consensus on discussions with NCFG to determine feasibility including volunteer sourcing
 - Offer of NV Cricket Club for volunteers for proceeds share was also offered.
 - Will be critical to have BOD volunteer support for this event on Nov. 5th.

Closed Session:

- BOD adjourned into closed session (12:50pm) to discuss Executive Director evaluation in the absence of Canning.

Next BOD Meeting:

May 17th @ Calistoga Spa Hot Springs

Meeting adjourned at – 2:00 PM

Action Items submitted by Chris Canning

Notes taken by Chris Canning

*: Indicates late arrival or early departure impacting vote count variances

**Calistoga Chamber of Commerce
Executive Summary
April 2016**

Summary of Cash Flow:

Cash as of 04/01/16:	189,730.04
Net Income or (Loss) from P&L:	(7,583.02)
Accounts Receivable change (increase) or decrease:	30,344.57
Undeposited Funds (increase) or decrease:	0.00
Accounts Payable increase or (decrease):	(11,538.82)
Deferred Revenue increase or (decrease):	0.00
Accrued Payroll increase or (decrease):	0.00
Office Equipment Asset - computer (increase) or decrease:	0.00
Petty Cash (increase) or decrease:	0.00
Prepaid Expenses (increase) or decrease:	6,219.50
Loan Payable increase or (decrease):	0.00
Amortization and depreciation (non cash expense):	<u>67.00</u>
Cash as of 04/30/16	207,239.27 ¹

P&L vs. Budget:

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Current Month			
Total Income	37,577.25	36,760.42	816.83 ²
COGS & Expenses	<u>45,160.27</u>	<u>52,605.00</u>	<u>(7,444.73) ³</u>
Net Income	(7,583.02)	(15,844.58)	8,261.56
Less Valley Fire Relief Fund	<u>0.00</u>		
Actual Net Income	(7,583.02)	(15,844.58)	8,261.56
YTD			
Total Income	722,987.04	612,854.20	110,132.84 ⁴
COGS & Expenses	<u>651,833.72</u>	<u>634,732.00</u>	<u>17,101.72 ⁵</u>
Net Income	71,153.32	(21,877.80)	93,031.12
Less YTD Valley Fire Relief Fund	<u>4,329.95</u>		
Actual YTD Net Income	66,823.37	(21,877.80)	88,701.17
Projected Next Month			
Total Income		33,760.42	
COGS & Expenses		<u>44,605.00</u>	
Net Income		(10,844.58)	

Winter in the Wineries

YTD	Total Income	86,700.00	47,000.00	39,700.00
	Total COGS & Expenses	<u>26,870.44</u>	<u>23,000.00</u>	<u>3,870.44</u>
	Net Income	59,829.56	24,000.00	35,829.56

YTD Total Revenues, Total Expenses, Net Income:

	<u>YTD Revenue</u>	<u>YTD Expenses</u>	<u>YTD Net Income</u>
City Contracted	307,604.20	310,129.44	(2,525.24)
Chamber Operations	188,331.72	183,235.77	5,095.95
Valley Fire Relief Fund	89,329.95	85,000.00	4,329.95
Chamber Fundraisers	<u>137,721.17</u>	<u>73,468.51</u>	<u>64,252.66</u>
Totals	722,987.04	651,833.72	71,153.32

Receivables:

Uncollected Membership Dues increase or (decre)	(670.00)
Non-membership A/R > 90 days	0.00
Non-membership A/R increase or (decrease):	(4,030.00)

Payables:

	<u>Previous Month</u>	<u>Current Month</u>	<u>Difference</u>
A/P balance	12,335.83	797.01	(11,538.82)
A/P over 30 days	0.00	0.00	0.00

Notes:

- ¹ Valley Fire Relief Fund checking balance \$4,329.95 as of 04/30/16
- ² Advertising Income over \$1,175; Donations Income over \$51; Membership Income over \$1,579; Retail Sales Income under \$64; Sponsorship Income over \$700; Ticket Sales Income under \$420 (refund) Visitors Guide Income under \$2,205
- ³ COGS under \$476; Expenses under \$6,969 (Marketing/Advertising under \$2,595; Payroll Expenses under \$7,052)
- ⁴ YTD Advertising Income over \$10,274; YTD Donations Income over \$92,332 (Fire); YTD Membership Income over \$20,102; YTD Participation Income under \$490; YTD Retail Sales Income under \$12,937; YTD Sponsorship Income under \$41,153; YTD Ticket Sales Income over \$39,500; YTD Visitors Guide Income over \$2,502
- ⁵ YTD COGS under \$32,317 (HT under \$23,885, TP under \$8,681); YTD Expenses under \$35,581 after removing Fire Fund donation of \$85,000 (Marketing under \$33,399, Payroll Expenses under \$17,185)



Calistoga Chamber of Commerce Scholarship Criteria and Weighting 2016

The scholarship criteria review committee has recommended and the Board of Directors has approved the use of the following criteria to be utilized when reviewing applicants for the Chamber scholarships

Calistoga Resident Status: Weight: 0%
Applicants must reside within the 94515 postal zone. They do not need to reside within the city limits.

GPA Requirement: Weight: 10%
A base GPA of at least 3.0 will be required as a qualifier for an applicant to be considered. However, GPA will not be weighted in the decision process.

Personal Statement (Essay): Weight: 40%
A personal statement must be included within the application in order to be considered. This gives the applicant the opportunity to share their background, interests, future plans, and financial need or other special circumstances for consideration.

Community Service (beyond graduation requirement): Weight: 40%
The importance of being involved within the school and community beyond the class room is considered very important. Exceptions can be accommodated in situations where the applicant is unable to participate in such activities as a result of physical or financial constraints.

Work Experience: Weight: 10%
The importance of developing a work ethic along with the recognition of the qualities and skillsets that work can instill upon a person make this a criteria worthy of consideration. Exceptions can be accommodated in situations where the applicant is unable to as a result of physical constraints.

Revised criteria weighting approved by BOD 03/22/2016



2016 Community Awards Nominations Criteria

Citizen of the Year: The Citizen of the Year award is given to a local whose service and dedication have made a significant contribution to the community. The contributions of the nominee to the community should be of an extraordinary nature.

Business of the Year: Nominee must be the Founder, Owner, CEO or President of a Calistoga based company. Demonstrate positive social, economic, and/or environmental impacts on the region. Exemplify a civic community leadership role.

Gary Barrett Lifetime Achievement Award: Nominee must be a local resident. The award was established to honor those who have given of their time, energy, and talents over a period of time to benefit Calistoga.

Volunteer of the Year: Any individual who contributes to the Calistoga community through volunteer service may be nominated. These awards are designed for volunteers who have a history of selfless, unrecognized service, as well as those volunteers who may be more visible.

Non-Profit Organization of the Year: Nominee must be a Calistoga based or Calistoga serving organization with a non-profit certification. The organization must demonstrate a strong commitment to serving the community through positive contributions to its residents.

Note: Current Chamber Board of Directors members and their affiliated organization are not eligible for nomination.

TRADEMARK CO-EXISTENCE AGREEMENT

This Trademark Co-Existence and Consent to Use Agreement ("Agreement") is entered into on ~~February-April 21,~~ 2016, between the Calistoga Chamber of Commerce, a California non-profit corporation with an address at 1133 Washington Street, Calistoga, California 94515 ("CCC") and Palmer City-Core Main Associates, LLC the _____ ("Harvest Inn") (collectively the "Parties").

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CCC owns U.S. Trademark Registration No. 4745386 on the Supplemental Register for CALISTOGA HARVEST TABLE in International Class 35 for "Convention and visitors bureau services, namely, promoting business and tourism in the Calistoga, Napa Valley, California area" and pending U.S. Trademark Application Serial No. 86628372 for the mark HARVEST TABLE in Class 35 for "Chamber of commerce services, namely, promoting business and tourism in the Calistoga, CA, Napa Valley, Northern California area" (collectively, the "Harvest Table Marks"). CCC has offered visitor services and live events, including a culinary experience featuring a variety of local chefs and wineries an annual dinner ("CCC Services"), under the HARVEST TABLE mark ~~since June 2014~~. Harvest Inn ~~has used or intends to use~~ the mark HARVEST TABLE ("HARVEST TABLE Mark") in connection with restaurant and related goods and services, including packaged foods, bread, pastries, baked goods, chocolates, candy, honey, jams, preserves, marmalade, butter, ice cream, dairy items, cigars, beer, mead, and home accessories ("Harvest Inn Goods and Services") ~~since _____ 2015~~.

CCC and Harvest Inn are familiar with their own respective services, marketing and sales channels and customers. After review of each other's services, the Parties have determined there is no likelihood of confusion between the relevant marks and services, namely, HARVEST TABLE for ~~visitor services and live events, including an annual dinner~~ the CCC Services and HARVEST TABLE for ~~restaurant~~ the Harvest Inn Goods and Sservices. The Parties base this conclusion on the differences in the services and the differences in the parties' sales, marketing, and designs. The Parties agree that confusion in the marketplace will never occur, and to take remedial action in the unlikely event of an occurrence of confusion. The Parties further agree to be bound by the following terms:

A. Harvest Inn agrees not to contest CCC's registration (or any future registration filed by CCC for its Harvest Table Marks for the CCC Services) or contest CCC's use of the mark HARVEST TABLE in connection with ~~visitor services and live events, including a culinary experience featuring a variety of local chefs and wineries~~ the CCC Services, and further agrees to provide CCC with any necessary consent to register the HARVEST TABLE Marks in connection with the CCC Services with the United States Patent and Trademark Office ("USPTO").

~~A.~~ CCC agrees not to contest Harvest Inn's use for its HARVEST TABLE Mmark for ~~restaurant~~ the Harvest Inn Goods and Sservices, and further agrees to provide Harvest Inn

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with any necessary consent to register the HARVEST TABLE Mark in connection with the Harvest Inn Goods and Services with the USPTO.

B. CCC agrees not to contest any application for registration or registration filed by Harvest for its HARVEST TABLE Mark or use of the mark HARVEST TABLE Mark, or any confusingly similar mark, for any conventional restaurant services the Harvest Inn Goods and Services. ~~featuring one executive chef in a permanent facility.~~ Notwithstanding the foregoing, nothing in this Agreement shall prohibit CCC from offering food at its live events.

B-C. Harvest Inn agrees not to use the mark HARVEST TABLE, or any confusingly similar mark, with any live event or visitor services. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Harvest Inn from hosting live events at its restaurant venue.

C. Harvest Inn agrees to use the mark HARVEST TABLE for restaurant services in conjunction with the word(s) "RESTAURANT" and/or "HARVEST INN" to distinguish its services.

D. The Parties agree not to use any font, packaging or logo design that is similar to each other's design, logos, or copy on advertising or promotional materials, including Harvest Inn's tree logo design and orange logo design or distinctive color scheme as illustrated in Attachment A.

D.

E. The Parties recognize and acknowledge the differences between their marks, services, and trade channels. CCC's HARVEST TABLE is a live culinary event whereas the Harvest Inn's HARVEST TABLE is a restaurant. In addition, the Parties shall use their respective marks in a manner calculated to avoid confusion and will cooperate in taking any and all reasonable actions to avoid confusion, including correcting any instances of confusion or likelihood of confusion which may come to their attention. In the event that either Party becomes aware of any customer (or member of trade) that appears confused or believes that CCC's HARVEST TABLE event in any way originates or is affiliated with Harvest Inn's HARVEST TABLE restaurant (or vice versa), the Party shall promptly inform the customer (or member of trade) that the two services are not related, and if said person seeks to purchase the other Party's service, provide the customer with contact information for the other Party. Further, the Parties agree not to use their respective HARVEST TABLE trademarks in connection with any illegal or offensive content or matters.

F. Mutual Releases

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i.) Except for the promises and obligations set forth in this Agreement, Harvest Inn, for itself, its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns hereby releases CCC and its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns from any and all claims, causes of action, damages, costs and expenses (including reasonable attorneys' fees and court costs), charges and liabilities whatsoever, both at law and in equity arising out of or relating to the subject of this Agreement arising from the beginning of the world to the Effective Date.

ii.) Except for the promises and obligations set forth in this Agreement, CCC, for itself, its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns hereby releases Harvest Inn and its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns from any and all claims, causes of action, damages, costs and expenses (including reasonable attorneys' fees and court costs), charges and liabilities whatsoever, both at law and in equity arising out of or relating to the subject of this Agreement arising from the beginning of the world to the Effective Date.

F.G. This Agreement constitutes the entire understanding between the parties and may not be modified, amended, terminated or otherwise altered without an instrument in writing signed by both parties herein.

G.H. This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the Parties' respective officers, directors, members, employees, heirs, representatives, subsidiaries, affiliates, licensees, successors and assigns, whether by merger, sale, consolidation, license or otherwise. The Parties represent that no assignment or transfer of any interest, claim, good will, ownership right, or cause of action related to the marks or subject matter of this Agreement has been made by or from any Party hereto.

~~Accordingly, Harvest Inn hereby consents to CCC's use and registration of the aforementioned mark and application in Class 035 for live events and visitor services.~~

Palmer City-Core Main Associates, LLC Harvest Inn

By: _____

Title: _____

Date: ~~February~~ April __, 2016

CCC hereby consents to Harvest Inn's use of the aforementioned mark for restaurant services.

Calistoga Chamber of Commerce

By: _____

Title: _____

Date: ~~February~~ April __, 2016

Attachment A

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